

<i>SERFF Tracking Number:</i>	<i>NTNL-125362170</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Interstate Insurance Company</i>	<i>State Tracking Number:</i>	<i>#8120237 \$50</i>
<i>Company Tracking Number:</i>	<i>AR-IM-1107-01FM</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Arkansas Cargo Coverage Form</i>		
<i>Project Name/Number:</i>	<i>Arkansas Cargo Coverage Form/AR-IM-1107-01FM</i>		

Filing at a Glance

Company: National Interstate Insurance Company

Product Name: Arkansas Cargo Coverage Form SERFF Tr Num: NTNL-125362170 State: Arkansas

TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: #8120237 \$50
Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations	Co Tr Num: AR-IM-1107-01FM	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Kathy Juhasz	Disposition Date: 12/10/2007
	Date Submitted: 11/16/2007	Disposition Status: Approved
Effective Date Requested (New): 01/01/2008		Effective Date (New): 01/01/2008
Effective Date Requested (Renewal): 01/01/2008		Effective Date (Renewal): 01/01/2008

State Filing Description:

General Information

Project Name: Arkansas Cargo Coverage Form
 Project Number: AR-IM-1107-01FM
 Reference Organization: N/A
 Reference Title: N/A
 Filing Status Changed: 12/10/2007
 State Status Changed: 11/28/2007
 Corresponding Filing Tracking Number:
 Filing Description:

Status of Filing in Domicile: Not Filed
 Domicile Status Comments: N/A
 Reference Number: N/A
 Advisory Org. Circular: N/A

Deemer Date:

National Interstate Insurance Company hereby submits for your approval the enclosed Cargo Liability Coverage Form to be used with our tow truck policies.

Company and Contact

SERFF Tracking Number: NTNL-125362170 State: Arkansas
Filing Company: National Interstate Insurance Company State Tracking Number: #8120237 \$50
Company Tracking Number: AR-IM-1107-01FM
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Arkansas Cargo Coverage Form
Project Name/Number: Arkansas Cargo Coverage Form/AR-IM-1107-01FM

Filing Contact Information

Kathy Juhasz, Regulatory Compliance kathy.juhasz@natl.com
Specialist
3250 Interstate Drive (330) 659-8900 [Phone]
Richfield, OH 44286 (330) 659-8901[FAX]

Filing Company Information

National Interstate Insurance Company CoCode: 32620 State of Domicile: Ohio
3250 Interstate Drive Group Code: 84 Company Type: P&C
Richfield, OH 44286 Group Name: State ID Number:
(330) 659-8900 ext. [Phone] FEIN Number: 34-1607395

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
8120237	\$50.00	11/16/2007

SERFF Tracking Number:	NTNL-125362170	State:	Arkansas
Filing Company:	National Interstate Insurance Company	State Tracking Number:	#8120237 \$50
Company Tracking Number:	AR-IM-1107-01FM		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	Arkansas Cargo Coverage Form		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/10/2007	12/10/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	11/20/2007	11/20/2007	Kathy Juhasz	12/07/2007	12/07/2007

<i>SERFF Tracking Number:</i>	<i>NTNL-125362170</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 12/10/2007

Effective Date (New): 01/01/2008

Effective Date (Renewal): 01/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NTNL-125362170 State: Arkansas

Filing Company: National Interstate Insurance Company State Tracking Number: #8120237 \$50

Company Tracking Number: AR-IM-1107-01FM

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Arkansas Cargo Coverage Form

Project Name/Number: Arkansas Cargo Coverage Form/AR-IM-1107-01FM

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form (revised)	Cargo Liability Coverage Form	Approved	Yes
Form	Cargo Liability Coverage Form	Approved	Yes

SERFF Tracking Number: NTNL-125362170 State: Arkansas
Filing Company: National Interstate Insurance Company State Tracking Number: #8120237 \$50
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TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/20/2007
Submitted Date 11/20/2007
Respond By Date 12/10/2007

Dear Kathy Juhasz,

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Please feel free to contact me if you have questions.

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/07/2007
Submitted Date 12/07/2007

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Attached please find our letter and revised form.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Cover Letter
Comment: Cover letter attached.

SERFF Tracking Number: NTNL-125362170 State: Arkansas

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TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: Arkansas Cargo Coverage Form

Project Name/Number: Arkansas Cargo Coverage Form/AR-IM-1107-01FM

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Cargo Liability Coverage Form	TT8810 AR	11/07	Policy/Coverage Form	New		0	AR Cargo Coverage Form_Rev ised1107 _2_.pdf
Previous Version							
Cargo Liability Coverage Form	TT8810	11/07	Policy/Coverage Form	New		0	Cargo Coverage Form_Rev ised1107 _2_.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Kathy Juhasz

SERFF Tracking Number: NTNL-125362170 State: Arkansas

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Cargo Liability Coverage Form	TT8810 AR	11/07	Policy/CoveNew rage Form		0.00	AR Cargo Coverage Form_Revised1107_2_.pdf

CARGO LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing the insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION IV-DEFINITIONS.

SECTION I – COVERAGES

A. INSURING AGREEMENT

We will pay for:

1. "Loss" to "covered property for which you are legally liable caused by an "accident" and arising out of your "operations", except as excluded in SECTION I.B.- EXCLUSIONS. The most we will pay for a "loss" is the amount stated in SECTION II- LIMITS OF INSURANCE.
2. "Loss" to "personal property" caused by an "accident" while in your care, custody and control; however, we will not pay more than \$500 for the "loss" of such "personal property"
3. Reasonable and necessary expenses you are legally obligated to pay to protect the "covered property" from further damage after a "loss" which have not otherwise been reimbursed to you. The most we will pay for such expenses is \$500.
4. Reasonable and necessary expenses you are legally obligated to pay for removal of debris of "covered property" during "operations" which have not otherwise been reimbursed to you. The most we will pay for debris removal is \$2,500.
5. Reasonable and necessary expenses you are legally obligated to pay for removal of "pollutants" from land and water, but only if "pollutants" were released as direct result of a covered "loss" occurring during the policy period and only if such expenses are reported to us in writing within 90 days after the "loss" occurs. The most we will pay under this coverage is \$2,500; however, we will not pay the cost of any testing monitoring to determine the existence, concentration or effects of "pollutants," but we will pay for any testing performed as a part of the removal of the "pollutants" from land or water.

B. EXCLUSIONS

This Insurance does not apply to any of the following:

1. wear and tear, inherent defects, gradual deterioration or damage caused by insects, vermin, dampness, freezing, or extremes of temperature or mechanical breakdown;
2. delay, loss of use, loss of market value, interruption of business or any other consequential "loss", however, we will pay up to \$500 for rental expenses for which you are liable arising from "loss" to "covered property."
3. any process or actual work in or upon the "covered property," unless fire or explosion ensues as a result of your "operations" and then only for "loss" caused by sun ensuing fire or explosion;
4. unexplained "loss," mysterious disappearance or shortage disclosed upon taking inventory.
5. theft, infidelity or dishonesty by you or any person in your employ or service, whether or not such act or acts, occurred during the regular business hours, or any person or persons to whom the property may be entrusted;
6. marring, scratching, breakage of glass or glassware, statuary, marbles, bric-a-brac, porcelains and similar fragile articles unless caused by : fire, explosion, collapse of a "covered auto", theft or attempted theft, vandalism or malicious mischief;

7. any warlike action including declared war, undeclared war, civil war, terrorist act, insurrection, rebellion, riot or revolution by anyone including military or civil authority including the seizure or destruction of “covered property”;
8. any “loss” sustained as a result of operations in restricted areas, paddocks, or garage areas of any racing facility and/or racetrack;
9. any nuclear hazard whether controlled or uncontrolled including nuclear reaction, radiation or radioactive contamination; however, we will pay for “loss” caused by fire that results from the nuclear hazard;
10. accounts, bills, bullion, currency, money, deeds, notes, securities, evidences of debt or any other negotiable agreement which has value;
11. jewelry, watches and other items that consist wholly or in part of silver, gold, platinum or precious or semiprecious stones or metals;
12. plantings, statuary or other objects of fine art including antiques;
13. furs or garments trimmed in fur;
14. “Covered property” or “personal property” shipped by mail from the time it passes into the custody of the Post Office Department;
15. “Covered property” or “personal property” while waterborne, except in regular ferry operations incidental to other modes of transportation;
16. injury or death to or loss of any animal riding in or upon any vehicle unless the loss is the direct result of a fire, explosion, collision or overturn of the insured vehicle for which the insured is legally liable in which instance we will pay up to per accident total of \$2,500.00 for such losses;
17. tarpaulins, binders, chains or pallets;
18. the seizure or destruction of property by order of a governmental authority.
19. contraband or property in the course of illegal transportation or trade;
20. “loss” expected or intended by any person. This policy is specifically intended to exclude any “loss” resulting from the act of any person intending to cause harm in any respect whatsoever.
21. property which you own, lease, hire or borrow;
22. liability assumed under any contract or agreement;
23. bodily injury, personal injury or any other injury to a human being;
24. We will not pay for “loss” to any of the following:
 - a. Tape decks or other sound reproducing equipment unless permanently installed in a “covered auto.”
 - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - c. Sound receiving equipment designed for use as a citizens’ band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the “auto” manufacturer for the installation of a radio.
 - d. Equipment designed or used for the detection or location of radar.
25. Liability for punitive or exemplary damages.
26. We will not pay for “loss” resulting from any of the following:
 - a. The weight of the load exceeding the manufacturer’s rated capacity for the equipment.
 - b. Losses that result from the lack of or improper use of safety chains, tie downs or other restraining devices

SECTION II – LIMITS OF INSURANCE

Regardless of the number of “covered autos” premiums paid, claims made, or “vehicles” involved in the “accident”, the most we will pay for the “loss” in any one “accident” is the limit of insurance as shown in the Declarations.

A. VALUATION

We will not pay more than the actual cash value of the “covered property” at the time the “loss” occurs but in no event to exceed the limit of liability shown in the Declarations less the deductible.

B. DEDUCTIBLE

The deductible shown in the Declarations apply after all other adjustments have been made. The deductible applies separately each “covered property.” However, the total of all deductibles related to a single accident shall not exceed \$2,500.00.

SECTION III

The following conditions apply to this policy in addition to the Common Policy Conditions.

A. ADJUSTMENT AND PAYMENT OF LOSS

“Loss” may, at our option, be adjusted with and paid to you for the account of whom it may concern, or adjusted with and paid directly to your customer or the owners of the property.

B. ABANDONMENT

There can be no abandonment of any property to us.

C. APPRAISAL

If we and you disagree on the value of the “covered property” or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be non-binding and voluntary. Each party will:

1. pay its chosen appraiser; and
2. bear the other expenses of the appraisal and the umpire equally.

ADDITIONAL CONDITIONS

If there is an appraisal, we will still retain our right to deny the claim.

D. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of “loss” to “covered property”, or “personal property.”

1. Notify the police if a law may have been broken.
2. As soon as possible, give us notice of the “loss” or damage in writing. Include a description of the property involved and description of how, when and where the “loss” or damage occurred.
3. Take all reasonable steps to protect the “covered property” from further “loss” damage, and keep a record of your expenses necessary to protect the “covered property,” for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any “loss” that is not a result of your “operations.” Also, if feasible, set the damaged property aside and in the best possible order for examination.
4. You will not, except at your own cost, voluntarily make a payment, assume any obligation, admit any liability, or incur any expense without our consent.

5. As often as may be reasonably required, permit us to inspect the property proving the "loss" or damage and examine your books and records.
6. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to the insurance of any claim or "suit," including the insured's books and records. In the event of an examination, an insured's answers must be signed.
7. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
8. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with any claim or "suit."
9. Cooperate with us in the investigation or settlement of the claim or "suit" under which we may choose to defend.

E. PAIR, SETS OR PARTS

1. PAIR OR SET

In case of loss or damage to any part of a pair of set, we may:

- a. Repair or replaces any part to restore the pair or set to its actual cash value before the "loss" or damage.

2. PARTS

In case of "loss" or damage to any part of "covered property" consisting of several parts when complete, we will only pay the actual cash value of the lost of damages part.

F. OPTION TO DEFEND

We are not obligated to defend any "suit" brought against you. At our sole option, we may elect to do so at our expense.

G. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud, intentional concealment, or misrepresentation of a material fact, by you or any other Insured, at any time, concerning:

1. This Coverage Part:
2. The "covered property"
3. Your interest in the "covered property"
4. A claim under this Coverage Part; or
5. Your application for this Insurance.

H. INVESTIGATION AND SETTLEMENT

We may investigate and settle any claim or "suit" as we consider appropriate, investigation or settlement of a claim or "suit" shall not constitute a waiver of any right we possess under this policy.

I. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 5 years after you first have knowledge of the "loss" or damage.

J. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of "covered property" will benefit from this insurance.

K. COVERAGE PERIOD AND TERRITORY

We will pay for a covered "loss" which occurs during the policy period as shown in the Declarations and in the United States, the District of Columbia, Puerto Rico and Canada.

L. OTHER INSURANCE

If at the time of "loss," there is available to you or any other interested party, any other insurance which would apply in the absence of this policy,

the limit of Insurance under this policy will apply only as excess insurance over such other insurance. We will only pay the excess over any such other coverage whether or not you can collect on the other insurance.

M. TWO OR MORE COVERAGE FORMS OR POLICIES BY US

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "loss" the aggregate maximum Limit of insurance under all the Coverage forms or policies shall not exceed the highest applicable Limit of insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

N. IMPAIRMENT OF RECOVERY RIGHTS

Any act or agreement by you, before or after "loss," where any right to recover in whole or in part for "loss" to "Covered Property" against any carrier, bailee, or other party liable, if released, impaired or lost by you, will render this policy null and void, but our right to retain or recover the premium will not be affected. We will not pay for any "loss" which, without our written consent, has been settled or compromised by you.

O. REIMBURSEMENT

You agree to reimburse us for any payment made by us that we are not obligated to make under the provisions of this coverage but are required to pay under statutory or regulatory obligations.

SECTION IV – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "loss" to "covered property" or "personal property." "Accident" includes theft which is covered by the policy.

B. "Auto" means a truck, truck tractor or trailer designed for travel on public roads. "Auto" includes an "auto" you do not own while used with the permission of its owner as a temporary substitute for an "auto" described in the Declarations that is out of service because of its:

1. Breakdown;
2. Destruction;
3. "Loss"
4. Repair; or
5. Servicing.

C. "Covered auto" means:

1. A tow truck, automobile carrier, tractor, or flat bed "vehicle" designed for transportation of or recovery of another auto and included on the Declarations;
2. A newly acquired "auto" that replaces a "covered auto." You must report the change to us within thirty days from the date you acquire it;
3. A "vehicle" you hire or borrow without a driver as a temporary substitute for a disabled "covered auto" for a period up to, but not exceeding seventy-two hours;
4. Any equipment owned or leased by you shown in the Declarations as covered equipment;
5. A trailer or semi-trailer you use with a "covered auto;" or
6. A temporary "vehicle" that you hire or borrow, without a driver, for a period up to but not exceeding seventy-two hours.

- D. "Covered property" means "vehicles" and lawful goods and articles of others in your care, custody or control while in due course of transit in or upon a "covered auto" or during recovery by a "covered auto."
- E. "Loss" means accidental and physical damage to "covered property" or "personal property" or theft of "covered property" or personal property.
- F. "Personal property" means property of others in or upon "covered property" other than vehicles or goods and articles transported as cargo in or upon "covered property."
- G. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- H. "Suit" means a civil proceeding in which damages because of "loss" to "covered property" to which this insurance applies are claimed. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
 - c. Any civil action filed against you seeking money damages,
- I. "Operations" means your business activity involving "covered property" and use of "covered property" by you or your employees.
- J. "Vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads.

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<i>Product Name:</i>	<i>Arkansas Cargo Coverage Form</i>		
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Rate Information

Rate data does NOT apply to filing.

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Product Name: Arkansas Cargo Coverage Form
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Supporting Document Schedules

	Review Status:	
Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Approved	12/10/2007
Comments: Transmittal attached.		
Attachments: ARPCTD-1 IM 1107-01FM.pdf ARFFS-1 IM 1107-01FM.pdf		
Satisfied -Name: Cover Letter	Approved	12/10/2007
Comments: Cover Letter attached.		
Attachment: AR IM 1107-01FM letter.pdf		
Satisfied -Name: Cover Letter	Approved	12/10/2007
Comments: Cover letter attached.		
Attachment: AR IM 1107-01FM letter 3.pdf		

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #
American Financial Group	084

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
National Interstate Insurance Company	OH	32620	34-1607395	

5. Company Tracking Number	AR-IM-1107-01FM
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kathy Juhasz 3250 Interstate Drive Richfield, OH 44286	Regulatory Compliance Specialist	800-929-1500	330-659-8905	kathy.juhasz@natl.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Kathy Juhasz		

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	09.0 Inland Marine			
10.	Sub-Type of Insurance (Sub-TOI)	09.0000 Inland Marine Sub - TOI Combinations			
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)				
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14.	Effective Date(s) Requested	New:	01/01/2008	Renewal:	01/01/2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	11/16/2007
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-IM-1107-01FM
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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National Interstate Insurance Company hereby submits for your approval the enclosed Cargo Liability Coverage Form to be used with our tow truck policies.

22.	<p>Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]</p>
<p>Check #: 8120237 Amount: \$50.00</p>	
<p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AR-IM-1107-01FM		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Cargo Liability Coverage Form	TT8810 11/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



November 16, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Subject: National Interstate Insurance Company
NAIC #: 084-32620
Inland Marine
Form Filing
Company Filing Number: AR-IM-1107-01FM
Effective Date: 01/01/2008

Dear Sir or Madam:

National Interstate Insurance Company hereby submits for your approval the enclosed Cargo Liability Coverage Form to be used with our tow truck policies.

Thank you for your consideration. I can be reached at 1-800-929-1500, extension 1219 with any questions you may have. My e-mail address is kathy.juhasz@natl.com.

Respectfully submitted,
NATIONAL INTERSTATE INSURANCE COMPANY

Kathy Juhasz
Regulatory Compliance Specialist

:kj

Encl.



December 7, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Subject: National Interstate Insurance Company
NAIC #: 084-32620
Inland Marine
Form Filing
Company Filing Number: AR-IM-1107-01FM
Effective Date: 01/01/2008
SERFF Number: NTNL-125362170

Dear Ms. Rawlins:

This is in response to your letter of November 20, 2007 with respect to the captioned filing. I hope these responses will satisfy any concerns you may have.

Attached please find our revised form TT8810 AR (11/07) which replaces TT8810 (11/07). The appraisal clause has been changed to state it is non-binding and voluntary. Also, the legal action clause has been changed to state 5 years.

Thank you for your consideration. I can be reached at 1-800-929-1500, extension 1219 with any questions you may have. My e-mail address is kathy.juhasz@natl.com.

Respectfully submitted,
NATIONAL INTERSTATE INSURANCE COMPANY

Kathy Juhasz
Regulatory Compliance Specialist

:kj

Encl.

<i>SERFF Tracking Number:</i>	<i>NTNL-125362170</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Interstate Insurance Company</i>	<i>State Tracking Number:</i>	<i>#8120237 \$50</i>
<i>Company Tracking Number:</i>	<i>AR-IM-1107-01FM</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Arkansas Cargo Coverage Form</i>		
<i>Project Name/Number:</i>	<i>Arkansas Cargo Coverage Form/AR-IM-1107-01FM</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Cargo Liability Coverage Form	11/16/2007	Cargo Coverage Form_Revised1107 _2_.pdf

CARGO LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing the insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION IV-DEFINITIONS.

SECTION I – COVERAGES

A. INSURING AGREEMENT

We will pay for:

1. "Loss" to "covered property for which you are legally liable caused by an "accident" and arising out of your "operations", except as excluded in SECTION I.B.- EXCLUSIONS. The most we will pay for a "loss" is the amount stated in SECTION II- LIMITS OF INSURANCE.
2. "Loss" to "personal property" caused by an "accident" while in your care, custody and control; however, we will not pay more than \$500 for the "loss" of such "personal property"
3. Reasonable and necessary expenses you are legally obligated to pay to protect the "covered property" from further damage after a "loss" which have not otherwise been reimbursed to you .The most we will pay for such expenses is \$500.
4. Reasonable and necessary expenses you are legally obligated to pay for removal of debris of "covered property" during "operations" which have not otherwise been reimbursed to you. The most we will pay for debris removal is \$2,500.
5. Reasonable and necessary expenses you are legally obligated to pay for removal of "pollutants" from land and water, but only if "pollutants" were released as direct result of a covered "loss" occurring during the policy period and only if such expenses are reported to us in writing within 90 days after the "loss" occurs. The most we will pay under this coverage is \$2,500; however, we will not pay the cost of any testing monitoring to determine the existence, concentration or effects of "pollutants," but we will pay for any testing performed as a part of the removal of the "pollutants" from land or water.

B. EXCLUSIONS

This Insurance does not apply to any of the following:

1. wear and tear, inherent defects, gradual deterioration or damage caused by insects, vermin, dampness, freezing, or extremes of temperature or mechanical breakdown;
2. delay, loss of use, loss of market value, interruption of business or any other consequential "loss", however, we will pay up to \$500 for rental expenses for which you are liable arising from "loss" to "covered property."
3. any process or actual work in or upon the "covered property," unless fire or explosion ensues as a result of your "operations" and then only for "loss" caused by sun ensuing fire or explosion;
4. unexplained "loss," mysterious disappearance or shortage disclosed upon taking inventory.
5. theft, infidelity or dishonesty by you or any person in your employ or service, whether or not such act or acts, occurred during the regular business hours, or any person or persons to whom the property may be entrusted;
6. marring, scratching, breakage of glass or glassware, statuary, marbles, bric-a-brac, porcelains and similar fragile articles unless caused by : fire, explosion, collapse of a "covered auto", theft or attempted theft, vandalism or malicious mischief;

7. any warlike action including declared war, undeclared war, civil war, terrorist act, insurrection, rebellion, riot or revolution by anyone including military or civil authority including the seizure or destruction of “covered property”;
8. any “loss” sustained as a result of operations in restricted areas, paddocks, or garage areas of any racing facility and/or racetrack;
9. any nuclear hazard whether controlled or uncontrolled including nuclear reaction, radiation or radioactive contamination; however, we will pay for “loss” caused by fire that results from the nuclear hazard;
10. accounts, bills, bullion, currency, money, deeds, notes, securities, evidences of debt or any other negotiable agreement which has value;
11. jewelry, watches and other items that consist wholly or in part of silver, gold, platinum or precious or semiprecious stones or metals;
12. plantings, statuary or other objects of fine art including antiques;
13. furs or garments trimmed in fur;
14. “Covered property” or “personal property” shipped by mail from the time it passes into the custody of the Post Office Department;
15. “Covered property” or “personal property” while waterborne, except in regular ferry operations incidental to other modes of transportation;
16. injury or death to or loss of any animal riding in or upon any vehicle unless the loss is the direct result of a fire, explosion, collision or overturn of the insured vehicle for which the insured is legally liable in which instance we will pay up to per accident total of \$2,500.00 for such losses;
17. tarpaulins, binders, chains or pallets;
18. the seizure or destruction of property by order of a governmental authority.
19. contraband or property in the course of illegal transportation or trade;
20. “loss” expected or intended by any person. This policy is specifically intended to exclude any “loss” resulting from the act of any person intending to cause harm in any respect whatsoever.
21. property which you own, lease, hire or borrow;
22. liability assumed under any contract or agreement;
23. bodily injury, personal injury or any other injury to a human being;
24. We will not pay for “loss” to any of the following:
 - a. Tape decks or other sound reproducing equipment unless permanently installed in a “covered auto.”
 - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - c. Sound receiving equipment designed for use as a citizens’ band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the “auto” manufacturer for the installation of a radio.
 - d. Equipment designed or used for the detection or location of radar.
25. Liability for punitive or exemplary damages.
26. We will not pay for “loss” resulting from any of the following:
 - a. The weight of the load exceeding the manufacturer’s rated capacity for the equipment.
 - b. Losses that result from the lack of or improper use of safety chains, tie downs or other restraining devices

SECTION II – LIMITS OF INSURANCE

Regardless of the number of “covered autos” premiums paid, claims made, or “vehicles” involved in the “accident”, the most we will pay for the “loss” in any one “accident” is the limit of insurance as shown in the Declarations.

A. VALUATION

We will not pay more than the actual cash value of the “covered property” at the time the “loss” occurs but in no event to exceed the limit of liability shown in the Declarations less the deductible.

B. DEDUCTIBLE

The deductible shown in the Declarations apply after all other adjustments have been made. The deductible applies separately each “covered property.” However, the total of all deductibles related to a single accident shall not exceed \$2,500.00.

SECTION III

The following conditions apply to this policy in addition to the Common Policy Conditions.

A. ADJUSTMENT AND PAYMENT OF LOSS

“Loss” may, at our option, be adjusted with and paid to you for the account of whom it may concern, or adjusted with and paid directly to your customer or the owners of the property.

B. ABANDONMENT

There can be no abandonment of any property to us.

C. APPRAISAL

If we and you disagree on the value of the “covered property” or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. pay its chosen appraiser; and
2. bear the other expenses of the appraisal and the umpire equally.

ADDITIONAL CONDITIONS

If there is an appraisal, we will still retain our right to deny the claim.

D. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of “loss” to “covered property”, or “personal property.”

1. Notify the police if a law may have been broken.
2. As soon as possible, give us notice of the “loss” or damage in writing. Include a description of the property involved and description of how, when and where the “loss” or damage occurred.
3. Take all reasonable steps to protect the “covered property” from further “loss” damage, and keep a record of your expenses necessary to protect the “covered property,” for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any “loss” that is not a result of your “operations.” Also, if feasible, set the damaged property aside and in the best possible order for examination.
4. You will not, except at your own cost, voluntarily make a payment, assume any obligation, admit any liability, or incur any expense without our consent.

5. As often as may be reasonably required, permit us to inspect the property proving the "loss" or damage and examine your books and records.
6. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to the insurance of any claim or "suit," including the insured's books and records. In the event of an examination, an insured's answers must be signed.
7. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
8. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with any claim or "suit."
9. Cooperate with us in the investigation or settlement of the claim or "suit" under which we may choose to defend.

E. PAIR, SETS OR PARTS

1. PAIR OR SET

In case of loss or damage to any part of a pair of set, we may:

- a. Repair or replaces any part to restore the pair or set to its actual cash value before the "loss" or damage.

2. PARTS

In case of "loss" or damage to any part of "covered property" consisting of several parts when complete, we will only pay the actual cash value of the lost of damages part.

F. OPTION TO DEFEND

We are not obligated to defend any "suit" brought against you. At our sole option, we may elect to do so at our expense.

G. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud, International concealment, or misrepresentation of a material fact, by you or any other Insured, at any time, concerning:

1. This Coverage Part:
2. The "covered property"
3. Your interest in the "covered property"
4. A claim under this Coverage Part; or
5. Your application for this Insurance.

H. INVESTIGATION AND SETTLEMENT

We may investigate and settle any claim or "suit" as we consider appropriate, investigation or settlement of a claim or "suit" shall not constitute a waiver of any right we possess under this policy.

I. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 1 year after you first have knowledge of the "loss" or damage.

J. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of "covered property" will benefit from this insurance.

K. COVERAGE PERIOD AND TERRITORY

We will pay for a covered "loss" which occurs during the policy period as shown in the Declarations and in the United States, the District of Columbia, Puerto Rico and Canada.

L. OTHER INSURANCE

If at the time of "loss," there is available to you or any other interested party, any other insurance which would apply in the absence of this policy,

the limit of Insurance under this policy will apply only as excess insurance over such other insurance. We will only pay the excess over any such other coverage whether or not you can collect on the other insurance.

M. TWO OR MORE COVERAGE FORMS OR POLICIES BY US

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "loss" the aggregate maximum Limit of insurance under all the Coverage forms or policies shall not exceed the highest applicable Limit of insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

N. IMPAIRMENT OF RECOVERY RIGHTS

Any act or agreement by you, before or after "loss," where any right to recover in whole or in part for "loss" to "Covered Property" against any carrier, bailee, or other party liable, if released, impaired or lost by you, will render this policy null and void, but our right to retain or recover the premium will not be affected. We will not pay for any "loss" which, without our written consent, has been settled or compromised by you.

O. REIMBURSEMENT

You agree to reimburse us for any payment made by us that we are not obligated to make under the provisions of this coverage but are required to pay under statutory or regulatory obligations.

SECTION IV – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "loss" to "covered property" or "personal property." "Accident" includes theft which is covered by the policy.

B. "Auto" means a truck, truck tractor or trailer designed for travel on public roads. "Auto" includes an "auto" you do not own while used with the permission of its owner as a temporary substitute for an "auto" described in the Declarations that is out of service because of its:

1. Breakdown;
2. Destruction;
3. "Loss"
4. Repair; or
5. Servicing.

C. "Covered auto" means:

1. A tow truck, automobile carrier, tractor, or flat bed "vehicle" designed for transportation of or recovery of another auto and included on the Declarations;
2. A newly acquired "auto" that replaces a "covered auto." You must report the change to us within thirty days from the date you acquire it;
3. A "vehicle" you hire or borrow without a driver as a temporary substitute for a disabled "covered auto" for a period up to, but not exceeding seventy-two hours;
4. Any equipment owned or leased by you shown in the Declarations as covered equipment;
5. A trailer or semi-trailer you use with a "covered auto;" or
6. A temporary "vehicle" that you hire or borrow, without a driver, for a period up to but not exceeding seventy-two hours.

- D. "Covered property" means "vehicles" and lawful goods and articles of others in your care, custody or control while in due course of transit in or upon a "covered auto" or during recovery by a "covered auto."
- E. "Loss" means accidental and physical damage to "covered property" or "personal property" or theft of "covered property" or personal property.
- F. "Personal property" means property of others in or upon "covered property" other than vehicles or goods and articles transported as cargo in or upon "covered property."
- G. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- H. "Suit" means a civil proceeding in which damages because of "loss" to "covered property" to which this insurance applies are claimed. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
 - c. Any civil action filed against you seeking money damages,
- I. "Operations" means your business activity involving "covered property" and use of "covered property" by you or your employees.
- J. "Vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads.